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The Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge - Southern District of NY
One Bowling Green
New York, NY 10004 -1408

Re: Chapter 11
Case No. 05-44481 (RRD), Objection to June 1, 2009 Master Disposition Agreement,
Article 9.5.11.

Your Honor,

I am a recent 2009 Delphi Corporation Salaried Retiree. I object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. I agreed to retire and signed a written agreement on February 4, 2009. It included a severance agreement equal to six months wages. Delphi has published a written Separation Agreement to provide this incentive to retirees to reduce their operating costs along with several other memos and written references as to how it's value would be determined.

Upon my exit from Delphi employment on February 23, 2009 I signed a "Release of Claims" in exchange for the severance payments. To date they have acknowledged this by having made seven of twelve installment payments. I expect they should be held to this contract.

On February 5, 2009, we salaried retirees were informed the Health and Insurance Benefits we were led to believe were "Vested for life", they were to be terminated April 1, 2009. I have been counting on this separation allowance to assist in providing medical expenses for my family and me. The cancellation of the separation allowance surely will create a financial hardship.

This contract was in fact entered into during the bankruptcy proceedings and the separation allowance was and is not a Delphi Benefit, as it has never been included in any of Delphi's Annual Delphi Benefit Statements.

In summary, I feel that I have a legally binding contract with Delphi Corporation and hope you will hold them to it.

Respectfully submitted,


Phillip Westendorf
Saginaw, MI